

M05-68701

Klamath County, Oregon

11/09/2005 01:39:57 PM

Pages 3 Fee: \$31.00

Easement & Restrictions

Grantor's name and address:

Kenneth & Janice Darrow
8230 Reeder Road
Klamath Falls, Oregon 97603

Grantee's name and address:

Kenneth & Janice Darrow
8230 Reeder Road
Klamath Falls, Oregon 97603

After recording, return to:

Justin Throne
280 Main Street
Klamath Falls, Oregon 97601

d/c

M05-69624

Klamath County, Oregon

11/22/2005 02:26:42 PM

Pages 3 Fee: \$31.00

**RESTRICTIONS
AND IRRIGATION WATER DELIVERY EASEMENT
LAND PARTITION 16-05**

KENNETH DARROW and JANICE DARROW are the owners of all of that certain real property described as Land Partition 16-05, according to the official records of the County of Klamath, State of Oregon. Said real property is located within E1/2 NE1/4 Sec. 30, T.39S., R.10E., W.M. in said county.

For the purpose of the preservation, enhancement and protection of the value, desirability, amenities, and attractiveness of the real properties, the owners deem it desirable to provide regulations, conditions and restrictions for the use and improvement of the real property. It is recited that such real property consists of 3 lots according to said Land Partition 16-05. The owners are placing these restrictions and easement to burden and benefit the lots as herein set forth. References herein to Lots correspond to the Lots in said Land Partition 16-05. The undersigned declare as follows:

RESTRICTIONS:

No structures of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as residence, either temporarily or permanently. No mobile home, pre-constructed modular or manufactured home, or trailer will be allowed for temporary or permanent use. However, a builder or his agents, may construct or move a small construction shed or trailer upon the property, but only for the duration of the construction period, and in no event for a period in excess of 6 months. All structures shall be of sound construction, placed on and affixed to a foundation and comply with appropriate governmental building ordinances for construction of buildings.

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon, which may be or may become an annoyance or

**** Deed being re-recorded to correct legal description previously recorded
in M05-68701.
CCR and Easement-Darrow**

Page 1.

nuisance to the neighborhood. Each parcel and its improvements shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard or visual pollution. No parcel shall be used or maintained as a dumping ground for rubbish, trash, or garbage; such garbage and waste shall be kept in sanitary containers at all times. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

EASEMENT:

A non-exclusive easement is hereby created to burden Parcels 1 and 2 of said Land Partition 16-05 and for the benefit of Parcels 2 and 3, for the location of a ditch or pipeline for the delivery of irrigation water subject to the terms herein. The easement rights shall be perpetual. All costs associated with construction and maintenance shall be the responsibility of owner(s) of Parcels 2 and 3, and shall be prorated according to the actual usage by the owner(s) of said Parcels 2 and 3. The costs as to any portion of construction or maintenance where such construction benefits only one of such lots shall be borne by the owner(s) of such lot benefited. In the event the prorating of costs or other matters related to the construction, maintenance or operation of the irrigation easement, is not agreed to by the parties, then such item shall be submitted to arbitration where the parties shall choose the arbitration procedures and if they can not agree, then each party shall appoint one arbitrator and the two arbitrator shall appoint a third arbitrator. The decision of the arbitrator(s) shall be final as regards issues between owners of Lots 2 and 3, where such issues are related to this easement.

The location of the easement is described as follows: A strip of land 10 feet in width situated in the NE 1/4 of Section 30, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon; said strip of land lies 5.00 feet on each side of the following described centerline:

**** East 5.00**

Beginning at a point on the South line of Parcel 3 of Land Partition 16-05, said point being North 89°45'04" feet from the southwest corner thereof; thence South 00°07'31" West 216 feet, more or less, to the centerline of the USBR A-7-A Lateral; the sidelines of said strip to be extended or shortened to terminate on the beginning and ending lines.

Owner(s) of Lots 2 and 3 have the right of ingress and egress to maintain and reconstruct the facilities providing such access shall be limited so as to reasonably take into consideration the use and rights of quiet enjoyment of owner(s) of the Lots over which the easement runs and to minimize interference thereof.

GENERAL:

These restrictions, easements and agreements are imposed pursuant to a general plan with reference to the real property and shall constitute mutual and reciprocal equitable servitudes on each of respective heirs, transferees and assigns, and are for the benefit of the properties and each lot or building plot or site and of the present and future owners thereof. They shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of the real property. Except as regards the location of easement across Lot 2, provisions

herein may exclusively be amended by agreement of all owners of the real property contained in said Land Partition 16-05.

Failure by the undersigned or by any party of any of the covenants or restrictions or easement terms contained herein shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any of these provisions shall in no way affect any other provision, which shall remain in full force and effect.

These provisions may be enforced by the owner(s) of any Lots. Should suit or action be instituted to enforce any of the foregoing conditions or restrictions, after written demand for the discontinuance of a violation thereof, and any failure to do so, then, whether said suit be reduced to decree or not, person(s) or Committee seeking to enforce or to restrain any such violations, shall be entitled to have and recover from such defendant or defendants, in addition to the costs and disbursements allowed by law, such sum as the Court may adjudge reasonable as attorney's fees in said suit or action.

Dated this 9 day of November, 2005.

Kenneth Darrow

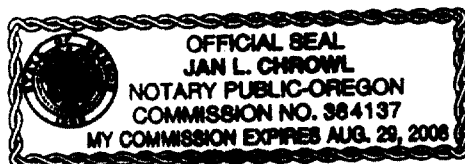
Janice Darrow

STATE OF OREGON

] ss.
]

County of Klamath

The foregoing instrument was acknowledged before me this 9th day of November, 2005, by KENNETH DARROW and JANICE DARROW.



Jan L. Chrowl
Notary Public for Oregon
My Commission expires: _____